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AMENDMENT OF
FMC AGREEMENT NO. 203-011223

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

WHEREAS, the Parties wish to amend the Transpacific Stabilization Agreement, FMC No. 203-011223, as amended previously (the "Agreement"), for purposes of (i) updating and clarifying the scope of discussion activity authorized pursuant to the Agreement, in particular the Parties' implementation of Agreement policy objectives through means of non-binding guidelines, centralized communications and coordinated or common processes, as provided in Article 5 of the Agreement, (ii) clarifying circumstances in which the Parties may be bound by an action taken to incur a common expense or a contractual obligation, as reflected in subarticle 5.10(b), and (iii) updating the list of Parties in Appendix A by deleting the name and address of a former member line whose resignation from the Agreement was previously noted for effect as of April 8, 1998;

NOW, THEREFORE, in accordance with Article 8 of the Agreement, the Parties have taken action as reflected by Second Revised Page No. 10a, Original Page No. 10b, Sixth Revised Page No. 11 and Eighth Revised Page No. 27 of the Agreement which are attached hereto and made a part hereof.



relevant provisions. No party will incur a penalty or obligation under this Agreement for deviating from the revenue policy objective described in Appendix C, as the same may be modified from time to time.

5.10 (a) Without limitation of the authority herein, the Parties are authorized to discuss, consider, exchange information and data, negotiate, reach agreement or consensus upon and, as provided herein, to establish, implement and maintain, jointly or individually, transportation ratemaking policies, practices and guidelines, including those relating to all aspects of the separate tariffs and service contracts of each of the Parties and of conferences and other agreements effective under the Shipping Act of 1984 in which one or more Parties may participate, applicable to transportation of cargo in the Trade and to services provided in connection therewith. Such ratemaking practices include implementation of specific rates, charges and conditions, and adjustments thereof, and/or differentials among Parties' rate levels, applicable to certain cargo or pursuant to particular service contracts, existing or proposed. Ratemaking guidelines include agreed-upon procedures, standards, timetables, centralized communications and other common or coordinated processes to assist the Parties in implementing the Agreement's revenue policy objective in the Trade or subtrades thereof.

Centralized processes such as communications may be channeled through an Agreement secretariat, a designated Party or Parties and/or other designee(s) authorized by the Parties.

(b) Nothing in this Agreement may be construed as obligating any Party to adhere, other than voluntarily, to any uniform rates, charges, service items, rules, practices, guidelines, policies or other actions taken hereunder (except to the extent that the Parties may agree from time to time to incur a common expense or contractual obligation to third parties or vendors, the costs of which shall be shared among the Parties as provided herein), or as limiting a Party's right independently to continue to make changes in its tariffs, service contracts, rules and practices. This Agreement does not authorize any common tariffs. The Parties will, to the extent required by law or as determined by each of them, publish and file their own separate tariffs and service contracts, and/or will participate in the separate tariffs and service contracts of conferences and other authorities effective in the Trade, provided that the Parties, or some of them, may establish coordinated or common processes for monitoring under Agreement guidelines and effecting tariff and service contract filings made, or proposed to be made, on their behalf. Such processes may include a central filing entity responsible for processing, publishing, filing, amending and

maintaining tariffs, service contracts and related materials on the Parties' behalf, and under such terms and conditions as each participating Party may approve, which central filing entity may also serve in administrative and/or managerial capacities for the Agreement.

5.11 Effective January 1, 1997, any charter arrangements which are entered into between or among the Parties pursuant to subarticle 5.14 and Appendix E of this Agreement shall be reported to the FMC as part of any quarterly Monitoring Reports required by the Agreement, describing for each such arrangement (a) names of Charterer and Owner, (b) TEU measurement of all Cargo carried, (c) sailing date (or, if more than one sailing is involved, commencement and termination dates) and (d) ports from and to which the arrangement applies. If the Parties enter into no such charter arrangement during the applicable period, the Monitoring Report will so indicate.

5.12 This Agreement does not authorize the Parties to engage in conduct prohibited by the Shipping Act of 1984.

5.13 (a) The Parties are authorized to transmit to and exchange with the Asia North America Eastbound Rate Agreement, FMC No. 202-010776, and the Japan-United States Eastbound Freight Conference, FMC No. 202-011528 (collectively, "Conferences"), and some or all of the members of any of such

APPENDIX A (Cont'd)

Nippon Yusen Kaisha
Yusen Building
3-2, Marunouchi 2-Chome
Chiyoda-ku, Tokyo 100-91
Japan

Orient Overseas Container Line, Inc.
31st Floor, Harbor Centre
25 Harbor Road
Wanchai, Hong Kong


P&O Nedlloyd B.V.)	
One Meadowlands Plaza, 12th Floor)	Single (shared) vote under
East Rutherford, NJ 07073)	Article 8 of the Agreement,
)	and a single share of
P&O Nedlloyd Limited)	expenses under
One Meadowlands Plaza, 12th Floor)	subarticle 11.1
East Rutherford, NJ 07073)	

Sea-Land Service, Inc.
6000 Carnegie Boulevard
Charlotte, NC 28209

Yangming Marine Transport Corp.
53 Hwai Ning Street, 5th Floor
Taipei, Taiwan 100
Republic of China

IN WITNESS WHEREOF, the Parties have caused this amendment of the Agreement to be executed on their behalf by their duly authorized representative.

TRANSPACIFIC STABILIZATION AGREEMENT

By: 
Name: Robert A. Peavy
Title: Counsel to the Agreement
(Pursuant to authorization under
subarticle 6.9)

Date
Signed: June 26, 1998